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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

Sep 15, 2020

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

2:20-CR-0053-WFN-2

v.

Plea Agreement

BRYON TELLIER,

Defendant.

Plaintiff, United States of America, by and through William D. Hyslop, United States Attorney for the Eastern District of Washington, and Patrick J. Cashman, Assistant United States Attorney for the Eastern District of Washington, and Defendant Bryon Tellier and the Defendant's counsel, Zachary Ayers, agree to the following Plea Agreement:

1) Guilty Plea and Maximum Statutory Penalties:

The Defendant agrees to plead guilty to Count 1 of the Indictment filed on June 2, 2020, charging the Defendant with Manufacture Counterfeit Obligations and Securities of United States, in violation of 18 U.S.C. §§ 471, 2. The Defendant, understands that the charge contained in the Indictment is a Class C Felony. The Defendant also understands that the maximum statutory penalty for Manufacture Counterfeit Obligations and Securities of United States, in violation of 18 U.S.C. §§ 471, 2, is: (1) not more than 20 years imprisonment; (2) and/or a \$250,000 fine; (3)

1 not more than 3 years supervised release; (4) a \$100 special penalty assessment; and  
2 (5) restitution.

3 The Defendant understands that a violation of a condition of supervised release  
4 carries an additional penalty of re-imprisonment for all or part of the term of  
5 supervised release without credit for time previously served on post-release  
6 supervision.

7 2) The Court is Not a Party to the Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject this  
9 Plea Agreement. Sentencing is a matter that is solely within the discretion of the  
10 Court. The Defendant understands that the Court is under no obligation to accept any  
11 recommendations made by the United States and/or by the Defendant; that the Court  
12 will obtain an independent report and sentencing recommendation from the U.S.  
13 Probation Office; and that the Court may, in its discretion, impose any sentence it  
14 deems appropriate up to the statutory maximums stated in this Plea Agreement.  
15 The Defendant acknowledges that no promises of any type have been made to the  
16 Defendant with respect to the sentence the Court will impose in this matter. The  
17 Defendant understands that the Court is required to consider the applicable sentencing  
18 guideline range, but may depart upward or downward under the appropriate  
19 circumstances.

20 The Defendant also understands that should the sentencing judge decide not to  
21 accept any of the parties' recommendations, that decision is not a basis for  
22 withdrawing from this Plea Agreement or a basis for withdrawing this plea of guilty.

23 3) Waiver of Constitutional Rights:

24 The Defendant understands that by entering this plea of guilty the Defendant is  
25 knowingly and voluntarily waiving certain constitutional rights, including:

- 26 a) The right to a jury trial;
- 27 b) The right to see, hear and question the witnesses;
- 28 c) The right to remain silent at trial;

- 1 d) The right to testify at trial; and  
2 e) The right to compel witnesses to testify.

3 While the Defendant is waiving certain constitutional rights, the Defendant  
4 understands the Defendant retains the right to be assisted through the sentencing and  
5 any direct appeal of the conviction and sentence by an attorney, who will be appointed  
6 at no cost if the Defendant cannot afford to hire an attorney. The Defendant also  
7 acknowledges that any pretrial motions currently pending before the Court are waived.

8 4) Elements of the Offense:

9 The parties agree that in order to convict the Defendant of Manufacture  
10 Counterfeit Obligations and Securities of United States, in violation of 18 U.S.C. §§  
11 471, 2, the United States would have to prove beyond a reasonable doubt the  
12 following elements:

13 *First*, beginning on a date unknown, but by on or about March 29, 2020, and  
14 continuing until on or about April 7, 2020, in the Eastern District of  
15 Washington, the Defendant, falsely made, forged, and counterfeited \$100  
16 denomination Federal Reserve Notes, bearing serial numbers: EC90304318C,  
17 GS19710326Y, GS21739318Y, GS81739878Y, IL71282013Y, GS21739312Y,  
18 EC20104346C, IL70182067Y, EC993444311C, GS77710029Y, IL08882013Y,  
19 GS51710011Y, GS51710016Y, and RD38359900M;

20 *Second*, the Defendant acted with intent to defraud.

21 5) Factual Basis and Statement of Facts:

22 The United States and the Defendant stipulate and agree that the following facts  
23 are accurate; that the United States could prove these facts beyond a reasonable doubt  
24 at trial; and these facts constitute an adequate factual basis for Defendant's guilty plea.  
25 This statement of facts does not preclude either party from presenting and arguing, for  
26 sentencing purposes, additional facts which are relevant to the guideline computation  
27 or sentencing, unless otherwise prohibited in this agreement.

28 On March 29, 2020, Spokane Sheriff's Office ("SCSO") Sergeant Mark Fox  
contacted the United States Secret Service ("USSS") Los Angeles Field Office duty

1 desk with a report that Jessica Johnson (later identified as Jazzlynn Johnson), the  
2 Defendant, and Stephen Johnson had been arrested and found to be in possession of  
3 approximately \$1,400 in Counterfeit (“CFT”) Federal Reserve Notes (“FRN”). The  
4 USSS Field Office contacted USSS Special Agent (“SA”) Russell Pablo who in turn  
5 contacted Sergeant Fox to assume control of the CFT investigation.

6 On March 29, 2020, a SCSO Deputy was dispatched to the La Quinta Inn for a  
7 suspicious circumstances call. SCSO advised they were contacted by a hotel  
8 employee (Employee 1) who reported possible counterfeiting, drug use, and fraud  
9 associated with room numbers 125 and 126. Employee 1 stated she was working at  
10 the location on March 27, 2020 when an individual identified as “Jazzlynn,” checked  
11 into the hotel using a credit card to pay for the rooms. Employee 1 believed that  
12 another male, similar in age to “Jazzlynn,” was in room 126 and an older male was in  
13 room 125. Employee 1 further state that another employee (Employee 2) cleaning  
14 room 125 observed plastic cups filled with clear liquid and “bills” in the cups with the  
15 liquid. Employee 1 then looked into the credit card used to rent the room and  
16 determined that it was stolen. “Jazzlynee” later came back to the front desk to try and  
17 pay for another night attempting to use three (3) different cards, resulting in Employee  
18 1 contacting law enforcement to have the individuals evicted.

19 SCSO deputies contacted Jazzlynn Johnson and the Defendant who occupied  
20 Room 126. A search of the room revealed \$100 CFT FRNs, located on the nightstand  
21 near the bed. Additional \$100 CFT FRNs were located in a pink folder that belonged  
22 to Jazzlynn Johnson. A deputy noted that he located fourteen (14) complete bills,  
23 however, some had print errors such as having one side printed upside down and  
24 seven (7) bills had only one side printed. Further inspection of the seven bills with  
25 one side printed revealed that they were washed \$1 FRNs. Inside the pink folder was  
26 black construction paper with indexing marks, arrows, and double-sided tape as well  
27 as several pieces of copy paper with images of \$100 bills printed on them; all of this is  
28 further indication of a counterfeit manufacturing operation. The deputy also located

1 several acrylic craft paints and green reflective powder close in color to the genuine  
2 FRNs. Jazzlynn Johnson stated the clear bag containing the paints belonged to her but  
3 that her dad used the paint to make the \$100 CFT FRNs. In the kitchen area of the  
4 room were three plastic cups near the sink and spray bottles that contained degreaser  
5 and "Goof Off" adhesive remover. Located inside the plastic cups were genuine \$1  
6 FRNs in various states of having the print washed or bleached off. Jazzlynn Johnson  
7 indicated that those too belonged to her dad and that "he washes the bills so they can  
8 be printed as \$100s." Additionally, an HP printer was located that Jazzlynn Johnson  
9 said was her dad's and used to make CFT FRNs. A search incident to arrest of  
10 TELLIER also produced an altered credit card and a \$100 CFT FRN.

11 On March 31, 2020, SA Pablo examined the CFT FRNs seized by the SCSO  
12 from the La Quinta Inn and the vehicles. SA Pablo determined there were thirty-three  
13 (33) partially "bleached" or "washed" genuine \$1 FRNs. He also found that there  
14 were eighteen (18) completed \$100 CFT FRNs. The CFT \$100 FRNs had the  
15 following serial numbers: *EC90304318C, GS19710326Y, GS21739318Y,*  
16 *GS89014120Y, GS81739878Y, IL71282013Y, GS21739312Y, EC90304318C,*  
17 *EC20104346C, IL70182067Y, EC993044311C, GS77710029Y, IL08882013Y,*  
18 *GS51710011Y, GS51710016Y, and RD38359900M.*

19 In a post-*Miranda* statement, the Defendant informed law enforcement that he  
20 travelled to Spokane on March 25, 2020 with his girlfriend whose actual name is  
21 Jazzlynn Johnson, not Jessica as previously provided. He went onto state that he and  
22 Jazzlynn Johnson were "bleaching" genuine FRNs to make CFT FRNs. His role was  
23 to paint/draw the watermarks and security strip on the CFT FRNs after they had been  
24 bleached. Jazzlynn Johnson would then use a computer and printer to print the CFT  
25 FRNs. He further stated that they were manufacturing CFT FRNs and had been in  
26 possession of fraudulent credit cards and that the hotel had been paid for with fraudulent  
27 credit cards. The Defendant stated that Jazzlynn Johnson learned how to make CFT  
28 from people on the west side of the state.

1 On April 7, 2020, Jazzlynn Johnson and the Defendant attempted to pass a \$100  
2 CFN at the Rite-Aid, 12222 E. Sprague Ave., Spokane Valley, Washington. A review  
3 of SCSO reports from the incident indicates that deputies responded to a report of  
4 CFT FRNS being used at the Rite-Aid. A Rite-Aid employee reported that a male and  
5 female wearing black Raider's masks on their faces tried to purchase items from the  
6 store using a fake \$100 bill. The employee stated both individuals left the store on  
7 foot and described them as a male about 25-30 years old, medium build, wearing a T-  
8 shirt and jeans and a female, 25-30 years old, having blonde hair, and wearing a white  
9 shirt.

10 USSS SA Pablo reviewed the security camera footage and confirmed the video  
11 depicts a white female, wearing a dark-colored sweater and blue jeans, along with a  
12 white male wearing a white t-shirt and blue jeans. Both individuals a wearing "mask"  
13 coverings. The female appears to attempt to pay with a credit card, which apparently  
14 was declined. The female than retrieved an FRN from her purse and attempted to pay.  
15 In the footage, the cashier examines the FRN and calls over another employee. Both  
16 the male and female then leave the store.

17 On April 7, 2020, SA Pablo and SCSO deputies made contact with the  
18 HomeTowne Studio hotel manager. The manager stated that he remembered a "young  
19 guy" by the name of "Bryon" that had been staying in room 303 but that "Bryon" had  
20 checked out. The manager further stated that he recalled "Bryon" renting two rooms,  
21 rooms 303 and 308. The manager stated that "Bryon" had checked out but that his  
22 "father," believed to be S. JOHNSON, was staying in room 308. The agents were  
23 allowed to search room 303 but nothing of evidentiary value was located.

24 A search of room 308 located the following items: (1) an HP Printer; (2) ink  
25 cartridges; (3) finished CFT; (4) uncut CFT Circ Sheets; (5) genuine US Currency in  
26 the process of being bleached; (6) receipts indicating fraudulent activity and use of  
27 CFT; and (7) items attributed to Jazzlynn Johnson, the Defendant, and Stephen  
28 Johnson.

1       6)   The United States Agrees:

2       a)   Dismissal(s):

3       At the time of sentencing, the United States agrees to move to dismiss Count 2  
4 of the Indictment, which charges the Defendant with Uttering Counterfeit Obligations  
5 and Securities of United States, in violation of 18 U.S.C. §§ 472,2.

6       b)   Not to File Additional Charges:

7       The United States Attorney's Office for the Eastern District of Washington  
8 agrees not to bring any additional charges against the Defendant based upon  
9 information in its possession at the time of this Plea Agreement and arising out of  
10 Defendant's conduct involving illegal activity charged in this Indictment, unless the  
11 Defendant breaches this Plea Agreement any time before or after sentencing.

12       7)   United States Sentencing Guideline Calculations:

13       The Defendant understands and acknowledges that the United States Sentencing  
14 Guidelines (hereinafter "USSG") are applicable to this case and that the Court will  
15 determine the Defendant's applicable sentencing guideline range at the time of  
16 sentencing.

17       a)   Base Offense Level:

18       The United States and the Defendant agree that the base offense level for  
19 Manufacture Counterfeit Obligations and Securities of United States, in violation of  
20 18 U.S.C. §§ 471, 2 is 9. *See* USSG §2B5.1(a).

21       b)   Specific Offense Characteristics:

22       The parties make no agreement on the application of specific offense  
23 characteristics. The parties may argue for or object to the application of any specific  
24 offense characteristics.

25       c)   Victim-Related Adjustments:

26       The parties make no agreement on the application of victim-related  
27 adjustments. The parties may argue for or object to the application of any victim-  
28 related adjustments.

1 d) Role in the Offense :

2 The parties make no agreement on the application of role in the offense  
3 adjustments. The parties may argue for or object to the application of any role in the  
4 offense adjustments.

5 e) Acceptance of Responsibility:

6 If the Defendant pleads guilty and demonstrates a recognition and an  
7 affirmative acceptance of personal responsibility for the criminal conduct; provides  
8 complete and accurate information during the sentencing process; does not commit  
9 any obstructive conduct; accepts this Plea Agreement; and enters a plea of guilty no  
10 later than September 15, 2020, the United States will recommend that the Defendant  
11 receive a two (2) level downward adjustment for acceptance of responsibility,  
12 pursuant to USSG §3E1.1(a). If the adjusted offense level is 16 or greater and the  
13 Defendant enters a plea of guilty no later September 15, 2020, the United States will  
14 recommend that the Defendant receive an additional one (1) level downward  
15 adjustment for timely acceptance of responsibility, pursuant to USSG §3E1.1(b).

16 The Defendant and the United States agree that the United States may at its  
17 option and upon written notice to the Defendant, not recommend a two (2) or three (3)  
18 level downward reduction for acceptance of responsibility if, prior to the imposition of  
19 sentence, the Defendant is charged or convicted of any criminal offense whatsoever or  
20 if the Defendant tests positive for any controlled substance.

21 f) Criminal History:

22 The United States and the Defendant understand that the Defendant's criminal  
23 history computation is tentative and that ultimately the Defendant's criminal history  
24 category will be determined by the Court after review of the Presentence Investigative  
25 Report. The United States and the Defendant have made no agreement and make no  
26 representations as to the criminal history category, which shall be determined after the  
27 Presentence Investigation Report is completed.

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1        8)    Departures/Variance:

2        The Defendant intends to request a downward departure from the sentencing  
3 guidelines. The United States reserves its right to oppose any downward departure.

4        9)    Incarceration:

5        The United States agrees to recommend that the Court impose a sentence at the  
6 low-end of the applicable sentencing guideline range as determined by the Court. The  
7 Defendant may recommend any legal sentence he deems appropriate.

8        10) Criminal Fine:

9        The parties are free to make whatever recommendation concerning the  
10 imposition of a criminal fine that they believe is appropriate.

11       11) Supervised Release:

12       The United States and the Defendant agree to recommend that the Court impose  
13 a three (3) year term of supervised release to include the following special conditions,  
14 in addition to the standard conditions of supervised release:

15       a) that the Defendant participate and complete such drug testing and drug  
16 treatment programs as the Probation Officer directs; and

17       b) that the Defendant's person, residence, office, vehicle, and belongings are  
18 subject to search at the direction of the Probation Officer.

19       c) that the Defendant provide financial information, provide copies of Federal  
20 income tax returns and allow credit checks, at the direction of the Probation Officer;

21       d) that the Defendant shall disclose all assets and liabilities to the Probation  
22 Officer and shall not transfer, sell, give away, or otherwise convey or secret any asset,  
23 without the advance approval of the Probation Officer; and

24       e) that the Defendant be prohibited from incurring any new debt, opening new  
25 lines of credit, or enter any financial contracts or obligations without the prior  
26 approval of the Probation Officer;

27       f) that the Defendant participate and complete financial counseling and life  
28 skills programs at the direction of the Probation Officer;

12) Restitution:

The United States and Defendant hereby stipulate and agree that, pursuant to 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an amount to be determined at or before sentencing. The Defendant may advocate that no restitution is owed. The United States and Defendant agree that interest on this restitution amount, if any, should be waived.

13) Mandatory Special Penalty Assessment:

The Defendant agrees to pay the \$100 mandatory special penalty assessment to the Clerk of Court for the Eastern District of Washington, at or before sentencing, pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United States before sentencing as proof of this payment.

14) Payments While Incarcerated:

If the Defendant lacks the financial resources to pay the monetary obligations imposed by the Court, the Defendant agrees to earn the money to pay toward these obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

15) Judicial Forfeiture:

The Defendant agrees to voluntarily forfeit and relinquish any and all right, title and interest he has in the following identified assets to the United States:

- a. HP Office Jet 4650 Printer, S/N TH75KD2G9, no power cable;
- b. Black ZTE cellphone with smashed screen, no power cable;
- c. Blue BNY 16 GB Thumbdrive;
- d. Black Cruzer 8 GB Thumbdrive;
- e. Black HP Office Jet 200 Mobile Printer, S/N HQ-TRE 71025;
- f. Black metal credit card punch machine with red handle; and,
- g. Silver Central Machinery Ultrasonic Cleaner machine, serial number 374051847.

1 The Defendant acknowledges that the asset(s) included in this agreement are  
2 subject to forfeiture as property representing proceeds or property that was used or  
3 intended to be used, to commit or to facilitate the commission of the counterfeiting  
4 offense, and are therefore forfeitable to the United States pursuant to 18 U.S.C. § 982  
5 or 18 U.S.C. § 492, and 28 U.S.C. § 2461.

6 The Defendant agrees to take all steps as requested by the United States to pass  
7 clear title to the assets to the United States and to testify truthfully in any forfeiture  
8 proceeding. The Defendant agrees to execute any and all forms and pleadings  
9 necessary to effectuate the forfeiture or abandonment of the assets.

10 The Defendant agrees to hold all law enforcement agents and the United States,  
11 its agents, and its employees harmless from any claims whatsoever arising in  
12 connection with the seizure, abandonment, or forfeiture of any asset covered by this  
13 agreement.

14 The Defendant further agrees to waive all constitutional and statutory  
15 challenges in any manner (including direct appeal, habeas corpus, or any other means)  
16 to any forfeiture carried out in accordance with this Plea Agreement on any grounds,  
17 including that the forfeiture constitutes an excessive fine or punishment. Defendant  
18 knowingly and voluntarily waives his right to a jury trial on the forfeiture of the  
19 asset(s). Defendant waives oral pronouncement of forfeiture at the time of sentencing,  
20 and any defects that may pertain to the forfeiture.

21 The Defendant waives further notice of any federal, state or local proceedings  
22 involving the forfeiture of the asset(s) the Defendant is agreeing to forfeit in this Plea  
23 Agreement.

24 16) Additional Violations of Law Can Void Plea Agreement:

25 The Defendant and the United States agree that the United States may at its  
26 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
27 or modify its recommendation for sentence if, prior to the imposition of sentence, the  
28

1 Defendant is charged or convicted of any criminal offense whatsoever or if the  
2 Defendant tests positive for any controlled substance.

3 17) Appeal Rights:

4 Defendant understands that he has a limited right to appeal or challenge the  
5 conviction and sentence imposed by the Court. Defendant hereby expressly waives  
6 his right to appeal his conviction and the sentence the Court imposes, including any  
7 restitution order. Defendant further expressly waives his right to file any post-  
8 conviction motion attacking his conviction and sentence, including a motion pursuant  
9 to 28 U.S.C. § 2255, except one based upon ineffective assistance of counsel based on  
10 information not now known by Defendant and which, in the exercise of due diligence,  
11 could not be known by Defendant by the time the Court imposes the sentence.

12 18) Integration Clause:

13 The United States and the Defendant acknowledge that this document  
14 constitutes the entire Plea Agreement between the United States and the Defendant,  
15 and no other promises, agreements, or conditions exist between the United States and  
16 the Defendant concerning the resolution of the case. This Plea Agreement is binding  
17 only upon the United States Attorney's Office for the Eastern District of Washington,  
18 and cannot bind other federal, state or local authorities. The United States and the  
19 Defendant agree that this agreement cannot be modified except in a writing that is  
20 signed by the United States and the Defendant.

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Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for  
the Eastern District of Washington.

William D. Hyslop  
United States Attorney

  
\_\_\_\_\_  
Patrick J. Cashman  
Assistant U.S. Attorney

5/15/2020  
Date

1 I have read this Plea Agreement and have carefully reviewed and discussed  
2 every part of the agreement with my attorney. I understand and voluntarily enter into  
3 this Plea Agreement. Furthermore, I have consulted with my attorney about my  
4 rights, I understand those rights, and I am satisfied with the representation of my  
5 attorney in this case. No other promises or inducements have been made to me, other  
6 than those contained in this Plea Agreement and no one has threatened or forced me in  
7 any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am  
8 guilty.

9  
10 Bryon Tellier  
11 Bryon Tellier  
12 Defendant

9-15-2020  
Date

13 I have read the Plea Agreement and have discussed the contents of the  
14 agreement with my client. The Plea Agreement accurately and completely sets forth  
15 the entirety of the agreement between the parties. I concur in my client's decision to  
16 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
17 Court should not accept the Defendant's plea of guilty.

18 Zachary L. Ayers  
19 Zachary Ayers  
20 Attorney for the Defendant

9-15-2020  
Date